

PORSF
11.3.31.7.1 VS

The Port of Portland
DRY DOCKAGE SALES RE-CAPITULATION

For the Month of NOV., 19 47



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|                            |        |                    |
|----------------------------|--------|--------------------|
| Debit- Accounts Receivable | ✓ A 29 | \$ <u>8,428.20</u> |
| Debit- Distribution Ledger | F 29   | <u>— . —</u>       |
| Debit- .....               |        | <u>— . —</u>       |

Credit- dockage earnings Nos. 4378/97 incl. ✓ Q 15 8,428.20

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Dockage Statistics:

	<u>Number Docked</u>	<u>Ton Days</u>
Seagoing Vessels	7	72,205
River Boats, Barges, etc.	3	6,504
TOTALS - - - -	10	78,709

225

Docking No. 4397

19 47

Gross Reg. Tonnage: 7244

Cargo — Long Tons:

Bill to same

Repairs by _____ same

Undocking Started:

Lifted on:

6:35 P M. 11/25

1947 4:00A M. 11/28

1947 Pontoons Nos. all

Dock No. 2

18067 JAMES, KERNS & ABBOTT CO. PORTLAND

[illegible]

Now we

November 19 47

Gross Reg. Tonnage: 89

Cargo — Long Tons:

Docked: Undocking Started: Lifted on:

9:25 A.M. 11/24 19 47 12:34 P.M. 11/25 19 47 Pontoons Nos. 3 Dock No. 1

19067 JAMES. KERNS & ABBOTT CO. PORTLAND

[illegible]

DEPARTMENT OF THE ARMY LAB/nj

PURCHASE ORDER

DATE
12/16/47

SHEET
No. **1**

No. OF
SHEETS **1**

CONTRACT NO. (If any)

ORDER NO. **4387**

ISSUED BY:
**Corps of Engineers,
628 Pittock Block, Portland 5, Oregon.**

TO: (Contractor and address; also factory address, if required)
**The Port of Portland,
916 Spalding Bldg.,
Portland 1, Oregon.**

SHIP TO:
**L. M. Lickel, U. S. Engineer,
Portland, Oregon.**

IN ACCORDANCE WITH YOUR PRICE LIST ORAL QUOTATION WRITTEN QUOTATION OF
PLEASE FURNISH THE FOLLOWING ON THE TERMS SPECIFIED ON BOTH SIDES OF THIS PAGE AND ON THE ATTACHED SHEETS, IF ANY, INCLUDING DELIVERY F. O. B.
Portland, Oregon.

METHODS OF PRESENTING INVOICES OR VOUCHERS, AND OF PACKING, MARKING, AND SHIPPING, SHALL BEAS PROVIDED
HEREIN, EXCEPT AS OTHERWISE DIRECTED BY THE CONTRACTING OFFICER.

DISCOUNT TERMS
Domestic Net

SCHEDULE OF DELIVERIES

November 24, 25, 1947

ITEM NO. **1.** **Services of the Port of Portland Drydock on
November 24 and 25, 1947 to drydock the U. S.
Barge 203 and incidental charges connected
therewith,**

SP. Repairs, Barge 203.

INSPECTION POINTS

QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Job	\$88.22	\$88.22

CONFIRMATION

TOTAL **\$88.22**

BY **B. C. KILGORE**
Adm. Asst.

CONTRACTING OFFICE

DEPARTMENT OF THE ARMY PURCHASE ORDER CONDITIONS

1. VENDOR'S INVOICES.—Invoices shall be prepared and submitted in triplicate. Invoices shall contain the following information: Order number and contract number, if any; Government nomenclature of articles or services and Government sizes of articles; quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The following certificate will be shown on each of the three copies of the invoice:

"I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transaction have been complied with; and that State or local sales taxes are not included in the amounts billed."

The Contractor or his authorized representative will sign only the original (ribbon typed copy, if typed). When the invoice is signed or received in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be. If State or local sales taxes are included in the amounts billed, the applicable words in the last portion of the certificate will be omitted.

2. DISCOUNTS.—Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher, properly certified by the Contractor, is received if the latter date is later than the date of delivery.

3. PAYMENTS.—The Contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000.00 or 50 percent of the total amount of the contract.

4. INSPECTION.—Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.

5. VARIATION IN QUANTITIES.—Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 percent, will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.

6. NOTICE OF SHIPMENTS.—At the time of delivery of a shipment to a carrier for transportation, the Contractor shall give such prepaid notice of shipment as the Contracting Officer may require.

7. TAXES.—Unless otherwise indicated in this contract (a) the prices herein do not include any State or local sales, use, or other tax from which the Contractor or this transaction of the procurement of these supplies is exempt; and (b) the prices herein include all applicable Federal taxes and other applicable State and local taxes in effect at the date of this contract. Upon request of the Contractor the Government will issue tax-exemption certificates or furnish other similar proof of exemption with respect to the taxes excluded from the price. Where any duties or taxes have been included in the contract price and a refund or drawback is obtained by the Contractor by reason of the export or reexport of supplies covered hereby, or of materials used in the performance of this contract, the amount of such refund or drawback will be paid over to the Government, or credited against amounts due from the Government under this contract; *Provided, however*, That the Contractor shall not be required to apply for such refund or drawback unless so requested by the Contracting Officer.

8. WALSH-HEALEY ACT.—If this contract is for an amount in excess of \$10,000, the representations and stipulations required by section 1 of the Act of June 30, 1936 (Walsh-Healey Act, Public No. 846, 74th Congress) to be included in all contracts therein specified are hereby incorporated and made a part of this contract with the same force and effect as if fully set forth in the contract. Such representations and stipulations shall be subject to all applicable regulations, determinations, and exemptions of the Secretary of Labor now or hereafter in effect.

9. EIGHT-HOUR LAW.—This condition shall apply if Condition 8 is not applicable. No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than 8 hours in any one calendar day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this article. The wages of every laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of 8 hours per day and work in excess of 8 hours per day, as permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this article a penalty of \$5 shall be imposed upon the Contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than 8 hours upon said work without receiving compensation computed in accordance with this article, and all penalties thus imposed shall be withheld for the use and benefit of the Government; *Provided*, That this stipulation shall be subject in all respects to the exceptions and provisions of U. S. Code, title 40, sections 321, 324, 325, and 326, relating to hours of labor, as modified by the provisions of section 303 of Public No. 781, 76th Congress, approved September 9, 1940, relating to compensation for overtime.

10. ANTI-DISCRIMINATION.—(a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. (b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; *Provided, however*, That a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

11. CONVICT LABOR.—The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

12. CHANGES.—Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes in the drawings or specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly, provided claim therefor is asserted at any time prior to the date of final settlement of the contract.

13. DELAYS—DAMAGES.—If the Contractor refuses or fails to perform this contract within the time specified, or any extension thereof, the Government may, by written notice, terminate the right of the Contractor to proceed with deliveries or with such part or parts thereof as to which there has been delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this condition if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including, without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government.

14. DISPUTES.—Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing the Contractor may appeal to the Secretary of Army, whose decision for that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.

15. ASSIGNMENT OF RIGHTS HEREUNDER.—This condition shall apply if this contract is for \$1,000 or more, unless this contract is marked secret, confidential, or restricted; (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract, and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. (b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following: (i) General Accounting Office; (ii) the Contracting Officer; (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract; (iv) the officer designated in this contract to make payments thereunder. (c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this article may be further assigned and reassigned to a bank, trust company, or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the Contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph. (d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction. (e) Payment to an assignee of any claim under this contract shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract. (f) Indication of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all vouchers or invoices certified by the Contractor.

16. OFFICIALS NOT TO BENEFIT.—No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

17. COVENANT AGAINST CONTINGENT FEES.—The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fee. This warranty shall not apply to commissions payable by contractors upon contracts for sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

18. TERMINATION AT THE OPTION OF THE GOVERNMENT.—The performance of work under this contract may be terminated by the Government whenever the Contracting Officer shall determine that such action is for the best interests of the Government. If this contract is so terminated, fair compensation, within the meaning of the Contract Settlement Act of 1944 (Public No. 395, 78th Cong.) as the same may from time to time be amended, will be provided the Contractor.

19. BUY AMERICAN CLAUSE.—Subject to exemptions granted by the Secretary of Army and unless otherwise specified it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to this instrument.

20. DEFINITIONS.—Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

FORM 18A
REVISED 1 APR 41

GPO: 1947 - O 706278

81 MOTOR OW
4 APR 1942

THE PORT OF PORTLAND — DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 4395 November 19 47

Name of Vessel Tug L-75 Gross Reg. Tonnage: 61

Cargo — Long Tons: _____

Ordered by U. S. Engineers Bill to same Repairs by same

Docked: _____ Undocking Started: _____ Lifted on: _____

9:35 A M 11/19 1947 12:38 P M 11/21 1947 Pontoons Nos. 5 Dock No. 1

19067 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
11/20	Lift day ends 9:35 AM 61 tons @ .20		Washed, cleaned & painted hull. Changed
	Min. charge	50.00	propeller.
11/21	1st lay day ends 9:35 AM 61 tons @ .10		
	Min. charge	25.00	
	3/6 of final quarter of 2nd lay		
	day ends 12:35 PM 61 @ .01 X 3		
	Min. fractional lay day charge	10.00	
		85.00	
			Vessel arrived at Dock #1 at 8:33 AM 11/19
			After undocking, vessel departed from
			Dock #1 at 1:05 PM 11/21
	Vessel ready to undock 12 Noon 11/21		
Compiled by		Approved by	Entered
EC			NOV 28 1947
			Billed
			11/24/47-2

DEPARTMENT OF THE ARMY LAB/nj

PURCHASE ORDER

DATE
12/16/47

CONTRACT NO. (If any)

SHEET
NO.

NO. OF
SHEETS

ORDER NO. 4388

ISSUED BY:

Corps of Engineers,
628 Pittcock Block, Portland 5, Oregon.

REQUISITION NO. 14943

ABOVE CHECKED NUMBER(S) MUST APPEAR ON ALL PACKAGES AND PAPERS RELATING TO THIS ORDER.

TO: (Contractor and address; also factory address, if required)

Port of Portland,
916 Spalding Bldg.,
Portland 4, Oregon.

PAYMENT WILL BE MADE BY DISBURSING OFFICER,

628 Pittcock Block,
Portland 5, Oregon.

INVOICE FOR PAYMENT WILL BE MAILED TO:

District Engineer, Corps of Engineers,
628 Pittcock Block, Portland 5, Oregon.

SHIP TO:

L. M. Lickel, U. S. Engineer,
Portland, Oregon.

THE SUPPLIES AND SERVICES TO BE OBTAINED BY THIS INSTRUMENT ARE AUTHORIZED BY, ARE FOR THE PURPOSES SET FORTH IN, AND ARE CHARGEABLE TO THE FOLLOWING ALLOTMENTS, THE AVAILABLE BALANCES OF WHICH ARE SUFFICIENT TO COVER THE COST THEREOF:

21x3000 Plant

IN ACCORDANCE WITH YOUR PRICE LIST ORAL QUOTATION WRITTEN QUOTATION OF PLEASE FURNISH THE FOLLOWING ON THE TERMS SPECIFIED ON BOTH SIDES OF THIS PAGE AND ON THE ATTACHED SHEETS, IF ANY, INCLUDING DELIVERY F. O. B. Portland, Oregon

METHODS OF PRESENTING INVOICES OR VOUCHERS, AND OF PACKING, MARKING, AND SHIPPING, SHALL BE AS PROVIDED HEREIN, EXCEPT AS OTHERWISE DIRECTED BY THE CONTRACTING OFFICER.

Domestic

DISCOUNT TERMS
Net

SCHEDULE OF DELIVERIES

November 19, 20, 21, 1947

INSPECTION POINTS

ITEM NO.

SUPPLIES OR SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

1. Services of the Port of Portland Drydock on November 19, 20, 21, 1947 to drydock the U. S. Tug L-75 and incidental charges connected therewith,

1 Job \$87.50 \$87.50

CONFIRMATION

TOTAL \$87.50

UNITED STATES OF AMERICA
BY B. C. KELLOGG
Adm. Asst.

CONTRACTING OFFICE

DEPARTMENT OF THE ARMY PURCHASE ORDER CONDITIONS

1. **VENDORS INVOICES.**—Invoices shall be prepared and submitted in triplicate. Invoices shall contain the following information: Order number and contract number, if any; Government nomenclature of articles or services and Government sizes of articles; quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The following certificate will be shown on each of the three copies of the invoice:

"I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transaction have been complied with; and that State or local sales taxes are not included in the amounts billed."

The Contractor or his authorized representative will sign only the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be. If State or local sales taxes are included in the amounts billed, the inapplicable words in the last portion of the certificate will be omitted.

2. **DISCOUNTS.**—Time, in connection with the amount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher, properly certified by the Contractor, is received if the latter date is later than the date of delivery.

3. **PAYMENTS.**—The Contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

4. **INSPECTION.**—Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.

5. **VARIATION IN QUANTITIES.**—Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 percent, will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.

6. **NOTICE OF SHIPMENTS.**—At the time of delivery of a shipment to a carrier for transportation, the Contractor shall give such prepaid notice of shipment as the Contracting Officer may require.

7. **TAXES.** Unless otherwise indicated in this contract (a) the prices herein do not include any State or local sales, use, or other tax from which the Contractor or this transaction of the procurement of these supplies is exempt; and (b) the prices herein include all applicable Federal taxes and other applicable State and local taxes in effect at the date of this contract. Upon request of the Contractor the Government will issue tax-exemption certificates or furnish other similar proof of exemption with respect to the taxes excluded from the price. Where any duties or taxes have been included in the contract price and a refund or drawback is obtained by the Contractor by reason of the export or reexport of supplies covered hereby, or of materials used in the performance of this contract, the amount of such refund or drawback will be paid over to the Government, or credited against amounts due from the Government under this contract: *Provided, however,* That the Contractor shall not be required to apply for such refund or drawback unless so requested by the Contracting Officer.

8. **WALSH-HEALEY ACT.**—If this contract is for an amount in excess of \$10,000, the representations and stipulations required by section 1 of the Act of June 30, 1936 (Walsh-Healey Act, Public No. 846, 74th Congress) to be included in all contracts thereunder specified are hereby incorporated and made a part of this contract with the same force and effect as if fully set forth in the contract. Such representations and stipulations shall be subject to all applicable regulations, determinations, and exemptions of the Secretary of Labor now or hereafter in effect.

9. **EIGHT-HOUR LAW.**—This condition shall apply if Condition 8 is not applicable. No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than 8 hours in any one calendar day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this article. The wages of every laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of 8 hours per day and work in excess of 8 hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this article a penalty of \$5 shall be imposed upon the Contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than 8 hours upon said work without receiving compensation computed in accordance with this article, and all penalties thus imposed shall be withheld for the use and benefit of the Government: *Provided,* That this stipulation shall be subject in all respects to the exceptions and provisions of U. S. Code, title 40, sections 321, 324, 325, and 326, relating to hours of labor, as modified by the provisions of section 303 of Public No. 781, 78th Congress, approved September 9, 1940, relating to compensation for overtime.

10. **ANTI-DISCRIMINATION.**—(a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. (b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Con-

tractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract: *Provided, however,* That a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

11. **CONVICT LABOR.**—The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

12. **CHANGES.**—Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes in the drawings or specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly, provided claim therefor is asserted at any time prior to the date of final settlement of the contract.

13. **DELAYS—DAMAGES.**—If the Contractor refuses or fails to perform this contract within the time specified, or any extension thereof, the Government may, by written notice, terminate the right of the Contractor to proceed with deliveries or with such part or parts thereof as to which there has been delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this condition if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including, without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government.

14. **DISPUTES.**—Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing the Contractor may appeal to the Secretary of Army, whose decision on that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.

15. **ASSIGNMENT OF RIGHTS HEREUNDER.**—This condition shall apply if this contract is for \$1,000 or more, unless this contract is marked secret, confidential, or restricted: (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract, and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. (b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following: (i) General Accounting Office; (ii) the Contracting Officer; (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract; (iv) the officer designated in this contract to make payments thereunder. (c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this article may be further assigned and reassigned to a bank, trust company, or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the Contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph. (d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction. (e) Payment to an assignee of any claim under this contract shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract. (f) Indication of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all vouchers or invoices certified by the Contractor.

16. **OFFICIALS NOT TO BENEFIT.**—No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

17. **COVENANT AGAINST CONTINGENT FEES.**—The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

18. **TERMINATION AT THE OPTION OF THE GOVERNMENT.**—The performance of work under this contract may be terminated by the Government whenever the Contracting Officer shall determine that such action is for the best interest of the Government. If this contract is so terminated, fair compensation, within the meaning of the Contract Settlement Act of 1944 (Public No. 395, 78th Cong.) as the same may from time to time be amended, will be provided for the Contractor.

19. **BUY AMERICAN CLAUSE.**—Subject to exemptions granted by the Secretary of Army and unless otherwise specified it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to this instrument.

20. **DEFINITIONS.**—Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

Docking No. 4394 November 19 47

Gross Reg. Tonnage: 7607

Works

Docked: Undocking Started: Lifted on:

18067 JAMES. KERNS & ABBOTT CO. PORTLAND

[illegible]

JOB NO. 3875

PURCHASE ORDER

ORDERED FOR

NORTHWEST MARINE IRON WORKS

1

G. Grebe2516 N.W. 29TH AVENUE
PORTLAND 10, OREGONTO The Port of Portland
906 Spalding Building
Portland OregonDATE 11-14-47
TERMS _____
F. O. B. _____
SHIP VIA _____
DATE WANTED _____

ITEM	QUANT.	UNIT	DESCRIPTION	PRICE	UNIT	DISCOUNT
			<u>S.S. Grove City Victory</u>			
			<u>drydocking 2 1/2 day + 2 hrs.</u>	<u>2053⁸⁹</u>		
			<u>Berthage</u>	<u>100⁰⁶</u>		
			<u>Overtime building Blocks Labor</u>	<u>20³⁷</u>		
			<u>Overtime labor blocking</u>	<u>94²⁸</u>		
			<u>Electricity</u>	<u>115⁵⁰</u>		
			<u>Air Service</u>	<u>174⁰⁷</u>		
			<u>Water for Test my Tank</u>	<u>3⁵³</u>		
			<u>Warfage</u>	<u>17⁰⁰</u>		
				<u>524⁷⁵</u>		
			<u>Total</u>	<u>3578⁶⁴</u>		

Conf-

INSTRUCTIONS

1. Render invoices in single copy only unless _____ copies are requested.
2. Delivery dates specified on this purchase order are based on buyer's production schedule and must be strictly adhered to. If you cannot fill order as specified advise us immediately.
3. Our purchase order number must appear on all invoices, correspondence, shipping papers, including freight bills and bills of lading, and all packages.

PURCHASE ORDER No. 62492

NORTHWEST MARINE IRON WORKS

By Jack H. Man
NO. 112 BUYERBY R. G. M. Mahon
PURCHASING AGENT32

Docking No. 4393

1947

Name of Vessel Ferry North Beach

Gross Reg. Tonnage: 225

Cargo — Long Tons:

Ordered by Floating Marine Ways

Bill to same

Repairs by same

Docked:

Undocking Started:

Lifted on:

1:23 P.M. 11/14

1947 3:38P M

11/14

19 47

7Pontoons Nos.

4-5

Dock No. 2

18067 JAMES. KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
11/15	Lift day ends 1:23 PM Min. Charge	50.00	Removed rudder, propeller, tail shaft and stern bearing.
			Vessel arrived pier S-2 at 10:32 AM 11/14
			After undocking, vessel departed from dock #2 at 4:15 PM 11/14
	Vessel ready to undock 3:30 PM 11/14		

Compiled by EC	Approved by	Entered NOV 21 1947	Billed 11/19/47 mh
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[illegible]

THE PORT OF PORTLAND — DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 4391 November 19 47

Name of Vessel S/S P & T FORESTER Gross Reg. Tonnage: 8007

Cargo — Long Tons: _____

Works

Ordered by Northwest Marine Iron Bill to same Repairs by same

Docked: _____ Undocking Started: _____ Lifted on: _____

10:05P M. 11/6 19 47 5:45P M. 11/7 19 47 Pontoons Nos. all Dock No. 2

18067 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
	Docking time starts 8:00 AM 11/7		Washed, cleaned & painted hull
11/8	Lift day ends 8:00 AM 8007 tons @ .10	800.70	
			Vessel arrived pier S-2 at 6:55 PM 11/6
			After undocking, vessel tied to pier S-2
			at 7:25 PM 11/7
			Vessel departed from pier S-2 at 5:45 AM
	Vessel ready to undock 5:40 PM 11/7		11/8

Compiled by EC

Approved by 

Entered
NOV 21 1947

Billed
11/14/47

JOB NO. 3844

PURCHASE ORDER

ORDERED FOR

H. Grebe

NORTHWEST MARINE IRON WORKS

2516 N.W. 29TH AVENUE
PORTLAND 10, OREGON

1

TO Port of Portland DATE 11-12-47
906 Spalding Building TERMS _____
Portland, Oregon - F. O. B. _____
SHIP VIA _____
DATE WANTED _____

ITEM	QUANT.	UNIT	DESCRIPTION	PRICE	UNIT	DISCOUNT
			<u>S.S. P & T. Forrester</u>			
			<u>locking Charges</u>	<u>800⁷⁰</u>		
			<u>Faulties</u>	<u>449³⁶</u>		
			<u>Break down -</u>	<u>1258⁰⁶</u>		
			<u>Conf -</u>			

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PURCHASE ORDER No. **62448**

NORTHWEST MARINE IRON WORKS

By Paul Herman
NO. 112 BUYERBY R. G. McMahon
PURCHASING AGENT

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 4389 November 19 47

Name of Vessel Barge Foss #154 Gross Reg. Tonnage: 1032

Cargo — Long Tons: _____

Ordered by Foss Launch & Tug Co. Bill to same-660 West Ewing St Wn. Repairs by same

Docked: _____ Undocking Started: _____ Lifted on: _____

11:38A M. 11/3 1947 M. 19 _____ Pontoons Nos. _____ Dock No. 1

18067 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
11/4	Lift day ends 11:38 AM 1032 @ .18	185.76	
11/5	1st lay day ends 11:38 AM 1032 @ .10	103.20	
11/6	2nd " " " 11:38 AM 1032 @ .10	103.20	
11/7	3rd " " " 11:38 AM 1032 @ .10	103.20	
	Part of 4th lay day ends 12:00 PM		
11/8	Idle day Saturday ends 12:00 PM		
11/9	Idle day Sunday ends 12:00 PM		
11/10	^{Bal. of} 4th lay day ends 11:38 AM 1032 @ .10	103.20	
	Part of 5th lay day ends 12:00 PM		
11/11	Idle day ends 12:00 PM		
11/12	Bal. of 5th lay day ends 11:38 AM		
	1032 tons @ .10	103.20	
11/13	6th lay day ends 11:38 AM 1032 @ .10	103.20	
11/14	7th " " " 11:38 AM 1032 @ .10	103.20	
11/15*	8th " " " 11:38 AM 1032 @ .10	103.20	
	* Work performed on Barge Saturday		
	Forward	1.011.36	

Compiled by

Approved by

Entered

Billed

11/24/47

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

 Docking No. 4389

 November 19 47

 Name of Vessel Barge Foss 154

 Gross Reg. Tonnage: 1032

Cargo — Long Tons: _____

Seattle,

 Ordered by Foss Launch & Tug Co.

 Bill to same-660 West Ewing St.Wn.

 Repairs by same

Docked:

Undocking Started:

Lifted on:

11:38A M. 11/3 19 47 12:35PM 11/18 19 47 Pontoons Nos. 3-4-5 Dock No. 1

19087 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
	Forward	1,011.36	Calked and cemented seams.
11/15	Part of 9th lay day ends 12:00 PM		
11/16	Idle day Sunday ends 12:00 PM		
11/17	Bal. of 9th lay day ends 11:38 AM		
	1032 tons @ .10	103.20	
11/18	10th lay day ends 11:38 AM 1032 @ .10	103.20	
		1,217.76	Vessel arrived pier S-1 at 7:30 AM 11/3
			After undocking, barge tied to pier S-1
			at 1:13 PM 11/18
			Barge departed from pier S-1 at 9:25 PM 11/18
	Barge ready to undock 11:30 AM 11/18		
Compiled by		Approved by	Entered
EC			NOV 21 1947
			Billed
			11/24/47 ml

Docking No. 4390

~~DATE~~ November 19 47

Name of Vessel S/S BOISE VICTORY

Gross Reg. Tonnage: 7606

Cargo — Long Tons:

Works

Ordered by Albina Engine & Machine

Bill to same

Repairs by same

Docked:

Undocking Started:

Lifted on:

11:00A M. 11/5 19 47 1:40 PM 11/6

19 47 1:40 PM

11/6

19 47

7 Pontoons Nos. all

Dock No. 2

18057 JAMES. KERNS & ABBOTT CO. PORTLAND

[illegible]

ALBINA ENGINE & MACHINE WORKS, INC.

2103 N. CLARK AVE.
PORTLAND 12, OREGON

PURCHASE
ORDER NO. 81069

CONFIRMATION

DATE 11-12-47

SHIP TO

ACCOUNT NO. 5793

DEPT. ORDERED BY **DJ** 4390

MARK EVERY PACKAGE WITH
ABOVE ORDER NUMBER.

The Port of Portland

916 Spalding Bldg.

City

[illegible]

PLEASE FURNISH 3 COPIES OF INVOICES
COVERING THIS MATERIAL.
INVOICES MUST BE MAILED NOT LATER THAN 5 DAYS AFTER
ORDER IS SHIPPED.
PACKING SLIP MUST ACCOMPANY EACH
SHIPMENT.

PURCHASING AGENT

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 4388

November 19 47

Name of Vessel S/S Thomas Bailey Aldrich

Gross Reg. Tonnage: 7176

Cargo — Long Tons:

Works
Ordered by Albina Engine & Machine Bill to same Repairs by same

Docked: Undocking Started: Lifted on:

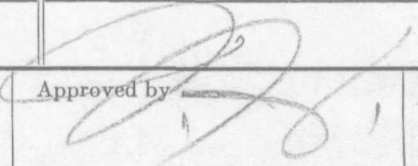
10:00A.M. 11/3 1947 7:23 P.M. 11/4 1947 Pontoon Nos. all Dock No. 2

18067 JAMES. KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
11/4	Lift day ends 10:00 AM 7176 @ .10	717.60	Cleaned & painted hull. Pulled propeller
	1/2 of 1st lay day ends 10:00 PM		and tail shaft for inspection. . Repaired
	7176 tons @ .10 X 1/2	358.80	rudder.
		1,076.40	
			Vessel arrived pier S-2 at 4:10 PM 11/1
			After undocking, vessel tied to pier S-2
			at 8:30 PM 11/4
	Vessel ready to undock 7:20 PM 11/4		
			Vessel departed from pier S-2 at 6:45 AM
			11/5

Compiled by

EC

Approved by 

Entered

NOV 21 1947

Billed

11-7-47

PURCHASE ORDER

~~ALDRICH~~

ALBINA ENGINE & MACHINE WORKS, INC.

2103 N. CLARK AVE.
PORTLAND 12, OREGON

PURCHASE
ORDER NO. 81031

DATE 11-10-47

SHIP TO

5788

ACCOUNT NO. ~~XXXX388XXXXXX~~

DEPT. ORDERED BY DJ 4388

MARK EVERY PACKAGE WITH
ABOVE ORDER NUMBER.

The Port of Portland

916 Spalding Bldg.

City

[illegible]

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COVERING THIS MATERIAL.
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PURCHASING AGENT

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

 Docking No. 4378
October & November 19 47

 Name of Vessel Tug L. H. COOLIDGE

 Gross Reg. Tonnage: 282

Cargo — Long Tons: _____

 Ordered by Floating Marine Ways Bill to same Repairs by same

 Docked: 2:55 P.M. 10/13 1947 M. _____ 19 _____ Lifted on: _____
 Undocking Started: _____ Pontoons Nos. 1-2 Dock No. 1

18067 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
10/14	Lift day ends 2:55 PM 282 tons @ .20	56.40	
10/15	1st lay day ends 2:55 PM 282 " @ .10	28.20	
10/16	2nd lay day ends 2:55 PM 282 " @ .10	28.20	
10/17	3rd " " " 2:55 PM 282 " @ .10	28.20	
	Part of 4th lay day ends 12:00 P.M.		
10/18	Idle day Saturday ends 12:00 PM		
10/19	Idle day Sunday ends 12:00 PM		
10/20	Bal. of 4th lay day ends 2:55 PM		
	282 tons @ .10	28.20	
10/21	5th lay day ends 2:55 PM 282 tons @ .10	28.20	
10/22	6th " " " 2:55 PM 282 " @ .10	28.20	
10/23	7th " " " 2:55 PM 282 " @ .10	28.20	
10/24	8th " " " 2:55 PM 282 " @ .10	28.20	
	Part of 9th lay day ends 12:00 PM		
10/25	Idle day Saturday ends 12:00 PM		
10/26	Idle day Sunday ends 12:00 PM		
	Forward	282.00	

Compiled by _____

Approved by _____

Entered _____

Billed _____

NOV 21 1947

11/17/47 n/a

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 4378 October & November 19 47

Name of Vessel Tug L. H. COOLIDGE Gross Reg. Tonnage: 282

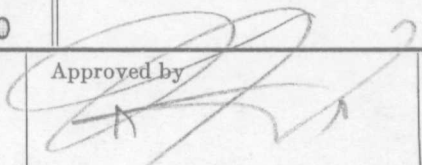
Cargo — Long Tons: _____

Ordered by Floating Marine Ways Bill to same Repairs by same

Docked: _____ Undocking Started: _____ Lifted on: _____

2:55 P M 10/13 19 47 M. _____ 19 _____ Pontoons Nos. 1-2 Dock No. 1

18067 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
	Forward from Sheet #1	282.00	
10/27	Bal. of 9th lay day ends 2:55 PM		
	282 tons @ .10	28.20	
10/28	10th lay day ends 2:55 PM 282 @ .10	28.20	
10/29	11th " " " 2:55 PM 282 @ .10	28.20	
10/30	12th " " " 2:55 PM 282 @ .10	28.20	
10/31	13th " " " 2:55 PM 282 @ .10	28.20	
	Part of 14th lay day ends 12:00 PM		
11/1	Idle day Saturday ends 12:00 PM		
11/2	Idle day Sunday ends 12:00 PM		
11/3	Bal. of 14th lay day ends 2:55 PM		
	282 tons @ .10	28.20	
11/4	15th lay day ends 2:55 PM 282 @ .10	28.20	
11/5	16th " " " 2:55 PM 282 @ .10	28.20	
11/6	17th " " " 2:55 PM 282 @ .10	28.20	
11/7	18th " " " 2:55 PM 282 @ .10	28.20	
	Forward	564.00	
Compiled by _____		Approved by 	Entered <u>NOV 21 1947</u>
			Billed <u>11/17/47 JKH</u>

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 4378

October & November 1947

Name of Vessel Tug L. H. Coolidge

Gross Reg. Tonnage: 282

Cargo — Long Tons: _____

Ordered by Floating Marine Ways Bill to same Repairs by same

Docked: _____ Undocking Started: _____ Lifted on: _____

2:55 P.M. 10/13 19 47 12:38PM 11/13 19 47 Pontoons Nos. 1-2 Dock No. 1

19067 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
	Forward from sheet #2	564.00	Removed rudders, propellers and tail shafts
11/7	Part of 19th lay day ends 12:00 PM		Renewed keel. Renewed one tail shaft.
11/8	Idle day Saturday ends 12:00 PM		Cleaned & painted hull.
11/9	Idle day Sunday ends 12:00 PM		
11/10	Bal. of 19th lay day ends 2:55 PM		
	282 tons @ .10	28.20	
	Part of 20th lay day ends 12:00 PM		
11/11	Idle day "Armistice" day ends 12:00PM		Vessel undocked 12 Noon from previous
11/12	Bal. of 20th lay day ends 2:55 PM		docking.
	282 tons @ .10	28.20	
11/13	21st lay day ends 2:55 PM 282 @ .10	28.20	
		648.60	Vessel departed from dock #1 at 1:52 PM
			11/13/47
	Vessel ready to undock 12:00 Noon		
	11/13/47		

Compiled by

EC

Approved by

Entered

NOV 21 1947

Billed

11/17/47 NK